

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**DEREK LAMB on Behalf of Himself and  
on Behalf of All Others Similarly Situated,**

**Plaintiff,**

**V.**

**BRAHAMPUTRA, LLC,**

**Defendant.**

**CIVIL ACTION NO.: 2:20-cv-12145**

**DECLARATION OF DEREK LAMB**

I, Derek Lamb, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am of sound mind, at least eighteen years of age, and am capable of making this statement. The facts contained within this declaration are within my personal knowledge and I swear under penalty of perjury that such facts are true and correct to the best of my memory and knowledge.

2. I have signed and filed my consent to join this collective action lawsuit to show that I am interested in pursuing my claims against BrahamPutra, LLC (“BP”).

3. I worked as an integrator for BP from approximately December 2018 to March 2019 in the St. Louis, Missouri area. In the cellular tower maintenance/repair industry, this is a fairly typical stretch of time working for any one employer since integrators are generally hired for specific projects. Integrators like me do not independently choose to “come and go” from a given project, we stay and work on a given project until it is completed.

4. My primary duty was to upgrade and occasionally repair cellular sites for BP’s customers to make sure the cell towers have current technology to send wireless signals for up-and-coming cell phones (for example, upgrading a cell tower from 3G to 4G, or from 4G to 5G). This work is physical labor, takes place outdoors, and includes installing wiring, equipment, and

physically connecting equipment at the cellular sites. To do this work, we use basic hand tools such as cable cutters, screwdrivers, ladders, pliers, wrenches, colored tape, cameras, and zip ties. We have to wear safety equipment such as hard hats, safety shoes, safety glasses, and we need to have a first aid kit on hand. Integrators also take pictures of the work we perform, and we clean the worksite by picking up trash, boxes, and other debris that may be around.

5. At times, we are required to use a laptop to upload pre-written scripts and computer programs into the equipment being upgraded or repaired. We are provided these programs ahead of time by the end client. These programs generate a “pop-up” window indicating that the program was successfully loaded, for example a “green alert” would be issued indicating the upload was successful. We are provided these programs and scripts, and simply upload them into the equipment similar to installing a computer driver when connecting a home computer to a printer. Integrators do not write computer code, design computer networks, create computer hardware or software, and we do not have education or experience in computer programming.

6. I am personally aware that BP employs other integrators and that they perform the same duties and have the same responsibilities as me. BP is a staffing company, and provides staffing services in the IT and telecommunications field. Integrators like myself are the “product” that BP sells to its end clients. During my time working for BP, I have spoken with other integrators for BP and worked with other BP integrators consistently.

7. My work for BP required me to work long hours, including over 40 hours in a week. I would often work at least five days a week, and would normally work 12 hours per day on average. On a typical day, I would arrive at the cell site around 9 a.m., and would stay at the worksite until the work was completed, meaning we stayed on site until the cell cite was brought

back “on air” so that it was functional. There were some days that lasted longer than 12 hours depending on the assignment and the hardware. On average, I would work approximately 60-to-70 hours per week. While working for BP, I was required to work away from home and sleep in hotels. Occasionally, when I returned from the cell site to my hotel, there were times that I had to continue working, which included responding to emails, speaking with my supervisor Ranjan Takier, sending information related to the cell sites and other tasks. I was required by BP to submit “time sheets” on a weekly which showed the hours that I worked. Although I worked more than 40 hours in a workweek on a regular basis, I did not receive any overtime pay. Additionally, based on my conversations with other integrators for BP, I am aware that the other integrators likewise worked more than 40 hours in a week and were also not paid overtime compensation.

8. That is because BP classified integrators like me as “independent contractors.” As a result, I did not receive overtime pay when I worked more than 40 hours in a workweek. The other integrators that also worked for BP were not paid overtime compensation when they worked more than 40 hours a week due to being classified as “independent contractors” as well. I was paid on a day rate basis. That is, I received a set amount for each day that I worked regardless of the number of hours worked. BP likewise paid other integrators on a day rate basis as well.

9. However, BP’s method of hiring me and other integrators was confusing and BP did not initially make it clear that I was being hired as a “contractor.” For example, BP’s offer letter was sent from BP’s “HR Manager” Willie Singh, which stated that “This Letter is our formal offer of employment and required your [my] written acceptance. . . . The specific terms of your employment are listed on attached ‘Additional Terms and Conditions along with

Employment Agreement[.]’ . . . Your employment is ‘at-will’ basis. Therefore, you may terminate your employment anytime with two weeks of required written notice to BrahamPutra, and BrahamPutra may terminate or alter the conditions of your employment at any time, for any reason.” A true and correct copy of my offer letter is attached as Exhibit 1. While the offer letter at the top indicated I would be a “1099 Contract Employee,” the letter had extensive reference to “employment” and an “Employment Agreement.” Accordingly, I reasonably believed I was an employee of BP based on these representations and the reality of my working relationship with BP.

10. In addition to BP’s ability to terminate or alter my conditions of employment at any time for any reason, my offer letter also made it clear that I was subject to BP’s control. For example, the offer letter stated that “[Y]our employment with BrahamPutra is contingent upon NSN SOW [the end client] & their satisfaction of your performance. General terms of your employment are described in the BrahamPutra Employee Handbook, as revised from time to time. BrahamPutra expect that you will read and abide by all the guidelines set forth in the employee handbook, Employment Agreement, plus any other policies and practices adopted by BrahamPutra from time to time.” *See* Exhibit 1 at p. 1. Basically, I had to do what BP said.

11. The offer letter set my pay rate as \$360.00 per working day and required me to submit time sheets to HR on a weekly basis. *Id.* at p. 2. This means that if I worked only one day per week, I would only be paid \$360.00 for that entire week as my wages. I was not guaranteed any weekly, bi-weekly, or monthly salary separate from my day rate pay.

12. The letter also described me as an “exempt employee” and said that I would not be entitled to receive company benefits or holidays. *Id.* The letter also said that “BrahamPutra LLC don’t encourage overtime. Decision to do overtime is personal’s choice & it’s

understanding between you and end client.” *Id.* I was not clear what this meant beyond BP would try to avoid paying me overtime wages. In practice, if integrators like me get “overtime approval” from the end client, we have to inform BP so that BP can bill the end client for that “overtime,” even though the integrators do not get paid any overtime wages. In other words, BP would get paid our overtime wages and would not furnish any of that additional pay to the integrators.

13. BP had the authority to hire and fire integrators like myself, as shown in the offer letter. BP assigned the integrators, including myself, to a particular end client where we would perform the upgrades and installation work. For example, after hiring me BP assigned me to work on T-Mobile cell sites in St. Louis, Missouri, and told me the specific date when I needed to be in Missouri and the area to work.

14. BP also exercised oversight to make sure my work was satisfactory to the end client. Mr. Takier would discuss my drive time and whether that should be compensable, and Mr. Takier would get updates from the end client about my performance. Mr. Takier would contact me and make sure I was making the end client happy, such as ensuring I was logging into cell sites properly.

15. I did not have a separate business phone line, website, or business email address. I did not advertise my services, I did not rent office space, and I did not have employees. I am not aware of any integrator that did so. The integrators, including myself, primarily invested their time and energy to do their work, and little else besides basic hand tools.

16. By contrast, BP spent a significant amount of money towards its business, including office space, equipment, and a website. BP invested substantially more money towards its business than any integrator, including myself. For example, BP provided all of the other

business infrastructure and equipment. For example, BP would reimburse my expenses for the safety gear like hard hats, glasses, vest, boots, and other similar items that we needed to do our jobs.

17. BP was my full-time job and the full-time job of other integrators. Integrators like me were not realistically able to work for other companies while we were employed (or “under contract”) with BP because we would work so many hours during a given project. I relied upon working for BP to earn a living and I was not in business for myself. Because I was paid on a day rate basis and because BP and/or the end client set my schedule and work assignments, no amount of business skill or managerial skill could have increased my income while working for BP. Simply put, the only way to earn more money while working for BP would be to work additional days.

18. From my personal experience working for BP and my conversations with other integrators, I believe that other workers would be interested in joining this lawsuit if they were informed about the existence of this lawsuit and knew about their rights.

19. To reach these individuals, I believe that sending a notice by U.S. Mail, email, and by text message would be very effective. Email and text message notice would be important supplements to mail notice because integrators are often away from their home addresses when they work for long stretches of time, and would likely not receive a notice with enough time to make a decision whether to join the case. Sending the notice via email and text message would make sure the integrators actually receive and have a chance to learn about the lawsuit.

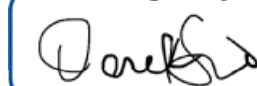
20. Email addresses and mobile phone numbers largely do not change when the integrators are away from their homes performing work. Most integrators I know have smart

phones, which would make it possible to access their email accounts when they are away from home. All that is needed is an internet connection.

21. I declare under penalty of perjury that the foregoing is true and correct.

Date: 3/3/2022

DocuSigned by:



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DEREK LAMB

# EXHIBIT 1





December 14<sup>th</sup>, 2018

**Derek Lamb** (SS# XXX-XX-XXXX)  
D.O.B: [REDACTED]

Offer Letter- 1099 Contract Employee

Dear Derek,

Welcome to Bram Putra,

We are pleased to offer you a position with Bram Putra, LLC as **BTS Engineer @ St. Louis, MO**. This Letter is our formal offer of employment and requires your written acceptance. If you accept this offer, we expect you to begin work on or about start date of **December 18, 2018**.

The specific terms of your employment are listed on attached "Additional Terms and Conditions along with Employment Agreement". The terms of this letter, including the attached Terms & Conditions along with Employment Agreement, will become effective only upon execution by both you and Bram Putra.

Your employment is "at-will" basis. Therefore, you may terminate your employment anytime with two weeks of required written notice to Bram Putra, and Bram Putra may terminate or alter the conditions of your employment at any time, for any reason. Also your employment with Bram Putra is contingent upon NSN SOW & their satisfaction of your performance. General terms of your employment are described in the Bram Putra Employee Handbook, as revised from time to time. Bram Putra expect that you will read and abide by all the guidelines set forth in the employee handbook, Employment agreement, plus any other policies and practices adopted by Bram Putra from time to time.

This Letter (together with additional Terms and Conditions) and the Employment agreement are the entire agreement between you and Bram Putra regarding your employment. This Letter and the Employment Agreement supersede all prior or contemporaneous agreements, promises, communication and/or understanding between you and Bram Putra, whether written or oral. These agreements may be modified or changed only with Director or higher status personal's written approval.

**Bram Putra LLC**

239 New Rd., #6205, Parsippany, NJ-07054

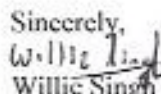
[www.BPInfrastructure.com](http://www.BPInfrastructure.com)



We look forward to having you start employment with BrahamPutra LLC. If you need further explanation on the contents of this letter and the "Employment Agreement", please do not hesitate to give me a call.

**Start Date – On or about December 18, 2018**

We thank you and once again welcome to BrahamPutra.

Sincerely,  
  
Willie Singh  
HR Manager

**I agree and accept the terms of this offer of employment.**

Derek Lamb  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature Acceptance

12/14/2018

\_\_\_\_\_  
Date

Please sign and email back this letter, including the attached Additional Terms and Conditions, Employment Agreement to [willie@bpinfrastructure.com](mailto:willie@bpinfrastructure.com) immediately. Upon receipt of your signed letter we will send you a complete employment package. The remaining forms must be completed entirely and returned to Human Resources within one week prior to employment. Your employment or continued employment is contingent upon successfully passing our standard Background & Drug Testing, a favorable response from your references and the review and verification of your identity and employment authorization as set forth by the U.S Department of Homeland Security and the U.S Citizenship and Immigration Services.

Additional Terms and Conditions of Employment

**BrahamPutra LLC**

231 New Rd. #8205, Parsippany, NJ-07054

[www.BPInfrastructure.com](http://www.BPInfrastructure.com)



#### Compensation and Benefits

You will be compensated **\$360.00 on 1099 (Three Hundred Sixty dollars) / Working Day** and in accordance with BrahamPutra standard payroll policies. You will be compensated on net bi-weekly basis, upon arrival of your approved time sheet basic. In order to secure timely and accurate payment you must submit a signed timesheet to HR on a weekly basis. Any paid overtime or non-billable time must be authorized in advance by your Manager in writing. The written authorization must be submitted to HR with your weekly timesheets.

As Agreed, you are an exempt employee & you will not be entitled to receive company Medical Benefits or any client holiday including but limited to National Holiday/Vacations/Leave/Sick days etc in exchange of higher salary. BrahamPutra LLC don't encourage overtime. Decision to do overtime is personal's choice & it's understanding between you and end client.

**Working Day:** - A day is considered working day when it is approved by NSN/End Client authorized Personal or end client NSN America's Manager or higher authorities.

#### Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes but not limited to automobile, truck, and other travel expenses; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals etc. Company shall reimburse Contractor for all the approved expenses by end client. As per NSN policy Max daily rate could be **\$150.00 based upon the assumption that minimum 100-mile distance is travelled from NSN Office to work site**. Contract Employee must submit an itemized statement of expenses sheet along with all receipts. Company shall reimburse Contract Employee within 30 days after receipt of each statement & approval of NSN/End Client Wireless. **Note: - NSN/End Client can't approve expenses without receipt.**

#### Return of Company Property;

Your acceptance of this constitutes your written authorization to offset any amounts that you owe BrahamPutra, including advances and reimbursement for equipments not returned, from any amount that the company may owe you, including wages, commission, bonuses payable or pending expense reimbursements.

#### Effect

These Additional Terms and Conditions form an integral part of your offer of employment, but nothing herein is intended to change the at-will nature of your employment.

cc: Human Resources Department, Account Manager

**Please sign and email this letter (PDF) and Employment Agreement form to the willie@bpinfrastructure.com**

**BrahamPutra LLC**

239 New Rd. #8205, Parsippany, NJ-07054

[www.BPInfrastructure.com](http://www.BPInfrastructure.com)